IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE SIXTEENTH DAY OF DECEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE N.V. RAMANA

WRIT PETITION NO : 21563 of 2004

Between:

M/s. Applied Electric Company, Electrical Engineers & Contractors,
534, 5th Floor, Alkarim Trade Centre, Mahatma Gandhi Road, Secunderabad.

..... PETITIONER

AND

1.. The Bank of Maharashtra, rep by its Chairman, H.O.Lokmangal,

1501, Shivajinagar, Pune-411 005.
2.. The Bank of Maharashtra, rep by its Dy. General Manager, Bank

Street, Koti, Hyderabad
3.. The Bank of Maharashtra, Secunderabad Main Branch, M.G. Road,

Secunderabad Rep by its Manager

.....RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue a Writ, Order or Mandamus directing the respondents more particularly one in the nature of Writ of Mandamus directing the respondents more particularly respondent NO. 3 to return original registered sale deed and link documents stands in the name of Y.K. Mohan Rao in respect of the residential site situated in SBH Colony, Tirumalgery, Secunderabad bearing Registered document No.3138/93 dt. 14.12.1993 dated 14-12-1993 by declaring non returning the documents by the respondent bank is illegal, arbitrary and hit by Article 21 of the constitution of India and pass

Counsel for the Petitioner:MR.V.AJAYAKUMAR

Counsel for Respondents.: Mr.M.Narender Reddy

The Court at the admission stage made the following :

ORDER:

The petitioner company stated to have obtained a Short Term Loan of Rs.3,00,000/- during the period 22-5-2001 to 26-11-2002 vide STL Account No.8 by pledging the title deeds pertaining to the residential house site situated at SBH Colony, Tirumulghery, Secunderabad. The petitioner company claims that it has paid the entire loan amount and the loan account was closed on 26-11-2002. The grievance of the petitioner company is that in spite of payment of entire due amount, the respondent bank is not returning the title deeds which were pledged for the loan amount. It is further stated that the petitioner company has entered into a business transaction with one M/s. Jay Engineering Works and received the goods and made payment by way of cheque to the transporter viz., M/s.S.W.Logistics and the said M/s.Jay Engineering Works filed a suit in O.S.No.746 of 2004 against the petitioner herein for recovery of an amount of Rs.4,50,582/-. The petitioner company contends that the said transaction is totally different one and nothing to do with the loan account of the petitioner. The petitioner stated to have made a representation dated 24-7-2003 and alleges that no action is taken thereon till date. Hence, the present writ petition for release of the title deeds.

A counter affidavit on behalf of the respondents was filed admitting the loan transaction and closure of the said loan account. It is further stated that one M/s. Jay Engineering Works, Bangalore has supplied certain goods to the petitioner company and sent challan cum bill dated 22-10-2001 to the third respondent bank for collection of amount of Rs.3,10,746/- from the petitioner and since the petitioner has not responded to the intimation given by the third respondent the said documents were returned to said M/s. Jay Engineering Works on
10-12-2001. Later on, M/s. Jay Engineering Works filed a criminal case in C.C.No.1257 of 2003 on the file of XI Metropolitan Magistrate at Secunderabad under sections 420, 407 read with section 120-B of I.P.C against the petitioner

herein, the concerned Transporter and the third respondent bank and the same is pending. It is further stated in the counter affidavit that the bank has no objection to return the title deeds in question, subject to petitioner giving an undertaking to satisfy any eventual liability claimed against the bank by M/s. Jay Engineering Works, Bangalore.

Heard learned counsel for petitioner and learned counsel for respondent bank. Both counsel agreed for disposal of the writ petition at the admission stage, with the following direction:

In view of the above facts, the petitioner is directed to execute an undertaking to pay the eventual liability, if any, claimed by M/s. Jay Engineering Works, Bangalore against the third respondent bank. On filing such an undertaking, the respondents are directed to return the title deeds in favour of the petitioner.

Subject to above direction, the writ petition is disposed of. No costs.

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N.V.RAMANA,J

16-12-2004

TVK

To

1.. The Chairman, Bank of Maharashtra, , H.O.Lokmangal,

1501, Shivajinagar, Pune-411 005.
2.. The Dy. General Manager, Bank of Maharashtra, , Bank

Street, Koti, Hyderabad
3.. The Manager Bank of Maharashtra, Secunderabad Main Branch,

M.G. Road, Secunderabad